

Attachment 3

# China Merchants Bank unitary structured deposit agreement

Business Agreement Series: 1100003690

Party A: NetQin Unlimited (Beijing) Technology Co., Ltd

Legal representative: Xu Zemin

Address: 10th floor, Building 8, No. 11 Hepingli East Road, Dongcheng District, Beijing

Party B: China Merchants Bank Co., Ltd. Beijing Industrial Branch

Address: No. 10, Xindong Road, Chaoyang District, Beijing

Party B reminds Party A to read the relevant structured deposit documents (including structured deposit instructions, Risk Disclosure, and this Agreement, etc.). For details of the specific elements and specific risks of structured deposits, please refer to the Notes on Structured Deposits of China Merchants Bank (below). Abbreviated as "Product Description Book"), "China Merchants Bank Bank Junction Structured Deposit Risk Disclosure (hereinafter referred to as "Risk Disclosure Letter") and other related documents. The Explanation and Risk Disclosure are an integral part of this Agreement. The protocol has equivalence Legal Effect.

Regarding the structured deposit business that Party A applies for, the two parties have negotiated in good faith in accordance with the principle of mutual benefit. The parties agree to handle the structured deposit business for Party A and sign this agreement. This Agreement is a legal document governing the rights and obligations of Parties A and B in business.

Party A fills in the fields	
Transaction type	Buy      buy or cancel orders
Transaction method	Current accounts    are billed
Account name	NetQin Unlimited (Beijing) Technology Co., Ltd
Pay current accounts	(Filled in when checking the current account)    10203
Guest account number	(Filled in when checking the bill).
Verification of the account number	(Filled in when checking the bill).
Purchase amount (lowercase).	¥603,500,000.00
Product code	884      Payment password (if required).
Fill in the withdrawal form	Original contract number
	Date of original commission
<p><b>Purchase product A confirmation column</b></p> <p>Party A takes the initiative to request the purchase of the structural deposit listed in the above product code, which is implied by the structural deposit. The risks are well understood. Party A acknowledges that it has received the product description and risk disclosure of the above-mentioned structured deposit, and fully understand and voluntarily accept the full contents of the product description and risk disclosure book, at the same time to learn about other aspects of structured deposits from China Merchants Bank.</p> <p>Regarding information, independently make the decision to purchase the structured deposit, and are willing to bear all the market risks, financial profits and losses and legal responsibilities arising from the purchase of the structured deposit. Allow. Party A hereby undertakes that signing this Agreement and purchasing this structured deposit is Party A's truth. The meaning of the indication.</p>	
<p><b>Cancel the confirmation column of Party A</b></p> <p>Party A has purchased the structured deposit listed in the product code, and has received and carefully read and understand the above-mentioned structured deposit provided by China Merchants Bank. Product description and risk disclosure and other relevant sales documents, the product. The risks involved in the product are sufficiently understood to accept the provisions of such sales documents. Covenant bundles.</p> <p>Party A hereby undertakes that the withdrawal of the above-mentioned deposit products is indeed the true intention of the unit, and the withdrawal is due to the withdrawal. All market risks, financial profits and losses and legal liabilities arising from this shall be borne by Party A.</p>	
[seal] [seal] [signature]	
(Depositors keep financial seals).	

1. Rights and obligations of both parties (1) The rights and obligations of Party A  
China Merchants Bank Unit Structured Deposit Agreement Page 1 of 3

EXHIBIT C

1. Party A guarantees that the source of deposit funds and rice is legal, and the deposit bank complies with laws, regulations and regulations of relevant regulatory departments Decide.

2. Party A promises that all the materials provided are true, complete, legal and valid, and if there is any change, Party A shall be in time To Party B's original handling agency to change the hand. If Party A fails to handle the relevant changes in time, Party A shall bear all the consequences arising therefrom, and Party B shall not do so Undertake any tribute.

3. Party A shall keep this agreement properly, and if it is lost, it can go to Party B's original handling institution with a valid certificate for reissuance Hand continued.

4. If the deposit principal cannot be fully obtained from Party A's account due to Party A's reasons (including but not limited to 1,000 reasons caused by Party A's creditor's rights and debt disputes resulting in Party A's current account being taken by judicial compulsory measures). Transfer of structured deposit accounts. This Agreement shall not take effect. Party A shall be responsible for the losses caused to Party B

5. Party A has confidentiality obligations for this agreement and its terms, without the written permission of Party B Party A shall not provide or disclose business materials and information related to Party B to any organization or individual, except as otherwise provided by laws and regulations.

6. After Party A signs this agreement, Party A has no right to revoke this agreement without the written consent of Party B Application for structured deposit business under

7. After the two parties sign this agreement, Party B may freeze the funds in Party A's current account and freeze the funds based on this agreement The amount is the principal amount of the deposit under this Agreement.

8. The signing of this Agreement by Parties A and Party B and the freezing of the aforementioned deposit principal by Party B does not imply structured deposit business under this Agreement The transaction has been completed and this Agreement is only available if the principal amount of Party A's corresponding deposit is successfully transferred to the structured deposit account Effective on the value date set on the date of the product description book

9. Party A hereby agrees that Party B is authorized to have the right to remit Party A's relevant fund account or Party A's funds to Party A in accordance with this Agreement Carry out related operations such as capital deduction without the separate consent of Party A

10. According to the relevant provisions of the statement, Party A shall enjoy other rights and other obligations to be performed.

(2) Party B's rights and obligations

1. Party B has the right to collect fees in accordance with the standard and square form stipulated in the instructions Fees apply.

2. Party B shall pay the deposit principal (if any, the same below) and interest (if any) in accordance with this Agreement and the Explanation Document, The same below) is transferred to Party A's current account. If the deposit principal and interest cannot be recorded due to Party A's reasons, Party A shall bear all the responsibilities by itself, and Party B shall not bear any responsibility Allow.

3. Party B shall stipulate the relevant information of Pixia business in accordance with the provisions of the Statement.

4. Unless otherwise agreed, the relevant taxes (if any) shall be borne by Party A, and Party B shall not be responsible for withholding and paying Party A's obligations of taxes.

5. Party B has confidentiality obligations for this agreement and its terms, without Party A's written permission Party B shall not provide or disclose business materials and information related to Party A to any organization or individual, except as otherwise provided by laws and regulations Except for those that require the sale of goods. .

6. Except for the right of early termination enjoyed by Party B or Party A according to the statement of explanation, Party B has the right to terminate early when Party A has breached the contract Terminate this Agreement and collect liquidated damages from Party A, the specific amount of liquidated damages shall be determined by Party B at that time The actual loss caused by Party A's breach of contract is determined, and Party A is no different from this Discussion.

7. According to the relevant provisions of the statement, Party B should enjoy other rights and other obligations to be performed.

#### 2. Structured deposit certificate

(1) If Party A requests the "Certificate of Structured Deposit of China Merchants Bank" (hereinafter referred to as the "Certificate of Structured Deposit"), it can be concluded at the end Structural existence

After the interest is raised, an application is submitted to Party B, and Party B issues it for Party A

(2) The "Structural Deposit Certificate" shall not be used as evidence of rights and interests against the pledge, and Party A may separately apply for the opening of the deposit Alone as evidence of the right to pledge.

(3) If Party A applies for printing the "Structural Deposit Certificate", it should be properly kept Party A shall bear full responsibility for the loss caused by the loss of the Structural Deposit Certificate, and Party B shall not bear responsibility.

#### 3. Structural deposit withdrawal and liquidation

(1) The "Structural Deposit Certificate" is used as a proof of structural deposit withdrawal, if Party A has applied for printing the "Conclusion" Structured Deposit Certificate", in any case, Party A shall (Structured Deposit) when withdrawing the principal amount of the Structured Deposit The certificate is returned to Party B.

(2) When Party A withdraws the structured deposit, it shall transfer the deposit to its original transfer account by transfer , Structured deposit accounts shall not be settled in thousands or cash withdrawn from structured deposit accounts. If the original rollover account has been closed, the funds should be transferred to the deposit basis Account.

(3) If Party A has not applied for a printed (structural deposit certificate), Party B will take the initiative to liquidate the principal (if any) and interest (if any) of the structured deposit (such as Yes) to Party A's account.

#### 4. Interest accrual on structured deposits

(1) For details of the rules for calculating interest on structured deposits, please refer to the Notes

(2) If the maturity date of the structured deposit falls on a holiday holiday, the withdrawal must be postponed to after the holiday and the withdrawal date shall be carried out according to the withdrawal date The interest rate on demand deposits listed on a daily basis accrues interest.

(3) Partial withdrawal of structured deposits is not permitted. And after maturity, there is no automatic rollover, and interest is calculated according to the interest rate of the demand deposit listed on the withdrawal date between maturity and the actual withdrawal date.

#### V. Disclaimer

(1) Party A suffers losses or terminates the agreement due to changes in relevant laws, regulations, regulations and policies of thousands of countries or the introduction of urgent measures Party B shall not be responsible.

(2) Party B shall not be liable for risks and losses such as transaction interruption and delay caused by force majeure or external causes that Party B is not at fault and cannot be prevented Ren

(3) Losses not caused by Party B's reasons (including but not limited to Party A's loss of this Agreement, Party A's misappropriation of this Agreement, freezing or deduction of this Agreement account by judicial authorities and other competent departments). Party B shall not bear the responsibility for the loss.

In the event of the aforementioned situation, Party B will take necessary and reasonable remedial measures to protect Party A's interests as much as possible to reduce Party A's losses

#### 6. Dispute handling

(1) Disputes arising during the performance of this Agreement shall be resolved through consultation between Parties A and B, and if the negotiation fails, they may choose The following \_\_\_ square form is solved:

1. File a lawsuit with the people's court where Party B is located, and apply to the arbitration committee member

(b) During the litigation or arbitration, the clauses of this contract that do not involve the disputed part shall nevertheless be fulfilled.

#### 7. Entry into force and termination of the Agreement

(1) The agreement takes effect. This agreement is signed by both parties A and B (Party A with the official seal is deemed to be signed, and Party B is deemed to be signed with the official seal), and A

<p>The principal amount of the deposit is successfully transferred in full to Party A's structured deposit before the value date specified in the product description (including the value date). In the case of an account, this Agreement shall take effect on the value date specified in the Product Description.</p> <p>(2) Termination of the Agreement. This Agreement shall terminate automatically on the date of completion of the rights and obligations of both parties A and B under this Agreement and the Explanation Statement Stop.</p> <p>(3) This Agreement shall be executed in duplicate, one copy for each party A and B, and shall have the same legal effect.</p> <p>8. Party A declares:</p> <p>(1) Party A has received the "Structured Deposit Theory of China Merchants Bank" related to the structured deposit business of the China Merchants Bank Mingshu, "Structure of China Merchants Bank"</p>	<p>Risk Disclosure of Sexual Deposits", and has fully understood and accepted the above documents and the entire content of this Agreement, and clearly understands the content and possible occurrence of structured deposits described Risk. Party A's decision-making is completely based on Party A's independent judgment, and voluntarily bears the risks and all consequences arising from the business it handles.</p> <p>(2) Party A confirms that the relevant business personnel of Party B increase Party A's obligations, restrict Party A's rights, and exempt or restrict Party B's assets in this agreement The clause that Ren and Party B have certain rights has been explained to Party A, and Party A voluntarily accepts the above clauses, and both parties The understanding of the terms of this Agreement is fully agreed</p>
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<p>Party A: _____ (Official seal)</p> <p>Date of signature: _____</p>	<p>Party B: China Merchants Bank shares _____ (seal). _____ (Official seal)</p> <p>Date of signature: _____</p>
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附 3

## 招商银行单位结构性存款协议

WX-2018-38

业务协议编号: 1100003690

甲方: 网秦无限(北京)科技有限公司

法定代表人: 许泽民

地址: 北京市东城区和平里东路11号院8号楼10层

乙方: 招商银行股份有限公司北京工体支行

地址: 北京市朝阳区新东路10号

乙方提醒甲方在签署本协议前详细阅读相关结构性存款文件(包括结构性存款说明书、风险揭示书、及本协议等)。结构性存款的具体要素和具体风险详见《招商银行结构性存款说明书》(下简称“产品说明书”)、《招商银行结构性存款风险揭示书》(下简称“风险揭示书”)等相关文件。说明书、风险揭示书为本协议不可分割的组成部分,与本协议具有同等法律效力。

就甲方申请办理的结构性存款业务事宜,双方本着互惠互利的原则,经过友好协商,乙方同意为甲方办理结构性存款业务,并签订本协议。本协议为规范甲乙双方在业务中权利和义务的法律文件。

甲方填写栏			
交易类型	<input checked="" type="checkbox"/> 购买	<input type="checkbox"/> 购买撤单	
交易方式	<input checked="" type="checkbox"/> 活期户	<input type="checkbox"/> 挂账单	
户 名	网秦无限(北京)科技有限公司		
付款活期账户	(勾选活期户时填写) 10203		
客户号	(勾选挂账单时填写)		
验印户口号	(勾选挂账单时填写)		
购买金额(小写)	¥603,500,000.00		
产品代码	884	支付密码(如需)	
撤单填写	原合同号码		
	原委托日期		
<p><b>购买产品甲方确认栏</b></p> <p>甲方主动要求购买上述产品代码所列式的结构性存款,对该结构性存款所蕴含风险有足够了解。甲方确认已收到上述结构性存款的产品说明书及风险揭示书,并全面理解和自愿接受该产品说明书及风险揭示书的全部内容,同时向招商银行了解结构性存款的其他相关信息,独立作出购买该结构性存款的决定,并愿意自行承担购买该结构性存款导致的一切市场风险、财务损益和法律责任。甲方在此承诺,签署本协议并购买本结构性存款是甲方真实的意思表示。</p>			
<p><b>撤单甲方确认栏</b></p> <p>甲方已购买产品代码所列式的结构性存款,并已收到与仔细阅读和理解招商银行提供的上述结构性存款的产品说明书及风险揭示书等相关销售文件,对该产品所蕴含风险有足够了解,接受该等销售文件规定的约束。</p> <p>甲方在此承诺,对上述存款产品的撤单确系本单位做出的真实意思表示,对因撤单而引起的一切市场风险、财务损益和法律责任均由甲方承担。</p>			
<div style="display: flex; justify-content: space-around; align-items: center;">    </div> <p style="text-align: right;">(存款人预留财务印鉴)</p>			

一、双方权利和义务

(一) 甲方权利和义务

招商银行单位结构性存款协议 第1页(共3页)



- 1、甲方保证存款资金来源合法,存款行为符合法律、法规及相关监管部门的规定。
  - 2、甲方承诺所提供的所有资料真实、完整、合法、有效,如有变更,甲方应及时到乙方原经办机构办理变更手续。若甲方未及时办理相关变更手续,由此导致的一切后果由甲方自行承担,乙方对此不承担任何责任。
  - 3、甲方须妥善保管本协议,如有遗失,可持有效证件到乙方原经办机构办理补发手续。
  - 4、如因甲方原因(包括但不限于因甲方债权债务纠纷导致甲方活期账户被司法机关采取司法强制措施)导致存款本金不能从其账户足额划转结构性存款账户的,本协议不生效,由此给乙方造成的损失,由甲方承担责任。
  - 5、甲方对本协议及其条款负有保密义务,未经乙方书面许可,甲方不得向任何组织、个人提供或泄露与乙方有关的业务资料及信息,法律、法规另有规定除外。
  - 6、在甲方签署本协议后,未经乙方书面同意,甲方无权撤销本协议项下的结构性存款业务申请。
  - 7、双方签订本协议后,乙方可凭本协议冻结甲方活期账户内资金,冻结金额为本协议项下甲方申请办理结构性存款业务的存款本金金额。
  - 8、甲、乙双方签署本协议以及前述存款本金被乙方冻结,并不意味着本协议项下结构性存款业务交易已成交,仅在甲方相应存款本金成功划转至结构性存款账户内的情况下,本协议在产品说明书约定的起息日生效。
  - 9、甲方在此同意并授权乙方有权根据本协议对甲方相关资金账户或对甲方汇入乙方的资金进行资金扣划等相关操作,无须经甲方另行同意。
  - 10、根据说明书的相关规定,甲方所应享有的其他权利和应履行的其他义务。
- (二)乙方权利和义务
- 1、乙方有权依照说明书规定的收费标准和方式收取相关费用。
  - 2、乙方应按照本协议以及说明书的约定将应支付的存款本金(如有,下同)及利息(如有,下同)划入甲方活期账户。如因甲方原因导致存款本金与利息无法入账的,甲方应自行承担全部责任,乙方不承担任何责任。
  - 3、乙方应按照说明书的规定披露业务相关信息。
  - 4、除另有约定外,相关税费(若有)由甲方自行承担,乙方不负责代扣代缴甲方应缴纳的税款。
  - 5、乙方对本协议及其条款负有保密义务,未经甲方书面许可,乙方不得向任何组织、个人提供或泄露与甲方有关的业务资料及信息,除法律、法规另有规定以及产品销售需要进行的披露除外。
  - 6、除按说明书约定乙方或甲方享有的提前终止权外,甲方有违约行为时乙方有权提前终止本协议,并向甲方收取违约金。违约金具体金额由乙方根据届时甲方违约造成的实际损失确定,甲方对此无异议。
  - 7、根据说明书的相关规定,乙方所应享有的其他权利和应履行的其他义务。

## 二、结构性存款证实书

(一)如甲方需要《招商银行单位结构性存款证实书》(下称《结构性存款证实书》),可在结构性存

款起息后向乙方提出申请,乙方为甲方出具。

(二)《结构性存款证实书》不得作为抵质押的权利凭证,甲方可另行申请开立存单作为抵质押权利凭证。

(三)如甲方申请打印过《结构性存款证实书》,则应妥善保管,因甲方原因导致《结构性存款证实书》丢失而造成的损失,由甲方承担全部责任,乙方不承担责任。

## 三、结构性存款支取与清算

(一)《结构性存款证实书》作为结构性存款支取凭证,如甲方申请打印过《结构性存款证实书》,在任何情况下,甲方在支取结构性存款本金时应将《结构性存款证实书》交回乙方。

(二)甲方支取结构性存款时,应以转账方式将存款转入其原转存账户,不得将结构性存款账户用于结算或从结构性存款账户中提取现金。如果原转存账户已销户的,应将资金转入存款人的基本账户。

(三)如甲方未申请打印过《结构性存款证实书》,乙方将主动清算结构性存款本金(如有)及利息(如有)至甲方账户。

## 四、结构性存款计息

(一)结构性存款计息规则详见说明书。

(二)结构性存款到期日为节假日的,支取必须顺延至节假日后进行,到期日至支取日期间按照支取日挂牌的活期存款利率计息。

(三)结构性存款不允许部分支取,且到期后不自动转存,到期日至实际支取日期间按照支取日挂牌的活期存款利率计息。

## 五、免责条款

(一)由于国家有关法律、法规、规章、政策的改变、紧急措施的出台而导致甲方蒙受损失或协议终止的,乙方不承担责任。

(二)由于不可抗力或乙方无过错且无法防止的外因而导致的交易中断、延误等风险及损失,乙方不承担责任。

(三)非因乙方原因(包括但不限于甲方遗失本协议、甲方协议被盗用、本协议账户被司法机关等有权部门冻结、扣划等原因)造成的损失,乙方不承担责任。

发生前述情形时,乙方将在条件允许的情况下采取必要合理的补救措施,尽力保护甲方利益,以减少甲方损失。

## 六、争议处理

(一)本协议在履行过程中发生的争议,由甲乙双方协商解决,协商不成的,可选择以下第\_\_\_种方式解决:

壹 向乙方所在地人民法院起诉

贰 向\_\_\_\_\_仲裁委员会申请仲裁

(二)在诉讼或仲裁期间,本合同不涉及争议部分的条款仍须履行。

## 七、协议的生效和终止

(一)协议生效。本协议经甲乙双方签署(甲方加盖公章视为签署,乙方加盖公章视为签署),且甲



方的存款本金在产品说明书约定的起息日前（含起息日当日）成功足额划转至甲方结构性存款账户的情况下，本协议在产品说明书约定的起息日生效。

（二）协议终止。本协议及说明书项下甲乙双方权利义务履行完毕之日，本协议自动终止。

（三）本协议一式贰份，甲乙双方各执壹份，具有同等法律效力。

八、甲方声明：

（一）甲方已经收到所办理结构性存款业务的相关的《招商银行结构性存款说明书》、《招商银行结构

性存款风险揭示书》，并已完全理解和接受上述文件以及本协议的全部内容，清楚了解所叙做结构性存款的内容及可能出现的风险。甲方的决策完全基于甲方的独立自主判断做出，并自愿承担所办理业务所产生的相关风险和全部后果。

（二）甲方确认乙方相关业务人员对于本协议中有关增加甲方义务、限制甲方权利以及免除、限制乙方责任和乙方单方面拥有某些权利的条款已向甲方予以解释说明，甲方自愿接受上述条款的约束，双方对本协议条款的理解已完全达成一致。

甲方：



（公章）

签署日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日

乙方：招商银行股份有限公司



（公章）

签署日期：\_\_\_\_年\_\_\_\_月\_\_\_\_日